

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Request to Modify Mortgage Agreement for Jessica Gomes

**DEPARTMENT:** Community Services

**DIVISION:** Community Assistance

**AUTHORIZED BY:** Michele Saunders

**CONTACT:** Pamela Martin

**EXT:** 2302

**MOTION/RECOMMENDATION:**

Request the Board of County Commissioners approval to execute a modification of mortgage agreement for Jessica Gomes.

District 3 Dick Van Der Weide

Carmen Hall

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**BACKGROUND:**

On August 18, 2004 Jessica Gomes, a married woman, applied and was approved for the SHIP Home Ownership Assistance Program. A second mortgage was established in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) with an affordability period of five (5) years.

During monitoring it was discovered that the real estate property was not being used as Ms. Gomes' homestead prior to the expiration date of August 18, 2009 resulting on a default of the loan. On May 18, 2009 a certified demand for payment letter was mailed to Ms. Gomes.

On June 18, 2009 Ms. Gomes met with staff to resolve the issue and try to cure the default. Due to Ms. Gomes inability to pay the full amount owed, it was suggested that the SHIP mortgage and promissory note be modified to provide for a non-interest bearing monthly payment of Two Hundred Fifty and 00/100 Dollars (\$250.00) for a term of forty (40) months payable to the SHIP Trust Fund. Ms. Gomes has agreed to such modification as a means of curing her default.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the execution of a modification of mortgage agreement for Jessica Gomes.

**ATTACHMENTS:**

1. SHIP Second Mortgage
2. Demand for Payment Letter
3. Modification of Mortgage

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

MAR 18 MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 05431 PGS 1901-1909  
CLERK'S # 2004133426  
RECORDED 08/24/2004 04:23:00 PM  
MTG DOC TAX 35.00  
RECORDING FEES 78.00  
RECORDED BY L Woodley

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**This Mortgage is given to  
Seminole County, Florida and  
is exempt from payment of all  
intangible personal property taxes  
pursuant to §§ 199.032 and  
199.183(1), Florida Statutes (2003)**

**SEMINOLE COUNTY  
HOME OWNERSHIP ASSISTANCE PROGRAM  
MORTGAGE DEED**

**THIS MORTGAGE DEED** is made and entered into this 18 day of AUGUST, 2004, by **Jessica Gomes**, a single person (the "MORTGAGOR") whose current address is 8306 Plantation Lakes Circle, Sanford, Florida 32771, in favor of Seminole County, a political subdivision of the State of Florida, (the "MORTGAGEE") whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

**W I T N E S S E T H:**

1. That for good and valuable consideration and in particular the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) through the issuance of that certain SHIP Program Second Mortgage Promissory Note in that amount and of even date herewith, attached hereto as Exhibit "A" (the "Second Mortgage Note") the MORTGAGOR hereby grants, bargains, sells, promises, conveys, and confirms unto the MORTGAGEE all of the MORTGAGOR's interests in that certain parcel of real property located at 124 Howland Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification number for which are as follows:

LOT 13, WYCOFF PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 43 AND 44 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 24-21-29-531-0000-0130

(the "Property").

Edward A. Kerben, Esquire  
725 North Magnolia Avenue  
Orlando, FL 32803-3808

6/90

2. To have and to hold the same, together with the tenements, hereditament, and appurtenances thereto belonging, and the rents, issues, and profits thereof unto the MORTGAGEE in fee simple.

3. The MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the title insurance policy issued in connection with MORTGAGOR's purchase of the Property and/or granting of this Mortgage.

4. MORTGAGOR further covenants to use the improved Property as her occupied residence, and that the Property shall not be sold, leased, conveyed, transferred, or refinanced for at least five (5) years from the date hereof except as may be otherwise provided in the Second Mortgage Note and applicable statutes and regulations.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any under this Mortgage and the Second Mortgage Note; provided; however, no payments shall be due so long as the Property remains occupied by the MORTGAGOR as her personal residence and the Property is not leased, subleased, rented, transferred, or conveyed to any other persons.

6. If the MORTGAGOR shall fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the fifth anniversary of the date of this Mortgage.

7. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Second Mortgage Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, and bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part thereof except for reasonable wear and tear.

9. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Second Mortgage Note, any other agreements, stipulations, conditions, and covenants regarding the Property. Failure of MORTGAGOR to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

12. Subject to paragraph 6 hereof, if any sum or money referred to herein or in the Second Mortgage Note is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by then the entire principal amount thereof, or the entire balance then due and outstanding, whichever is greater, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. MORTGAGOR shall not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Second Mortgage Note secured hereunder without the proper written consent of MORTGAGEE.

14. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the MORTGAGEE and in compliance with this Mortgage and the Second Mortgage Note, the MORTGAGEE may require immediate payment in full of all sums due under said instruments and the MORTGAGOR shall

be considered in default under the terms of the Mortgage and the MORTGAGEE shall have the right to initiate foreclosure procedures.

15. If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold, or otherwise transferred for a period of five (5) years from the date hereof, then this SHIP Mortgage and the Second Mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if the Property shall not remain owner occupied for five (5) years and is instead leased, subleased, rented, conveyed, or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGOR by virtue of the forgiveness and recapture provisions of the SHIP Plan regulations in effect at the time of such default.

16. In the event a first mortgagee, its successors, or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Second Mortgage Note restricting the uses of the Property, as well as any other liens and encumbrances created by such instruments, shall no longer be of any force or effect and such persons shall take title free and clear of all such restrictive covenants and liens.

17. This Mortgage shall be subordinate to a valid purchase money first mortgage on the Property, anything else herein or in the Second Mortgage Note to the contrary notwithstanding.

18. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives, and assigns, and references to any Note shall mean all notes secured by this Mortgage if more than one exists.

IN WITNESS WHEREOF, the MORTGAGOR has executed her hand and seal on the day and year first above written.

Edward A. Kerben  
Witness EDWARD A. KERBEN

Ary S. Stabile  
Witness Ary S. Stabile

By:

Jessica Gomes  
JESSICA GOMES

124 Howland Lane  
Altamonte Springs, FL 32701

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 18 day of August 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jessica Gomes, who is personally known to me or who has produced FL Drivers License, as identification.

[NOTARY SEAL]



Edward A. Kerben  
MY COMMISSION # CC957767 EXPIRES  
September 19, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Jessica Gomes  
Notary Public signature

AWS/lpk  
7/22/04  
mortgage deed and note-gomes

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

**This instrument is given to  
Seminole County, Florida and  
is exempt from payment of all  
intangible personal property taxes  
pursuant to §§ 199.032 and  
199.183(1), Florida Statutes (2003)**

**EXHIBIT "A"**

**SEMINOLE COUNTY HOME OWNERSHIP ASSISTANCE PROGRAM  
SHIP PROGRAM DEFERRED PAYMENT SECOND MORTGAGE PROMISSORY NOTE**

**PRINCIPAL AMOUNT:** TEN THOUSAND AND NO/100 DOLLARS  
(\$10,000.00)

**DATED DATE:** AUGUST 18, 2004

**MATURITY DATE:** AUGUST 18, 2009

**RATE OF INTEREST:** ZERO PERCENT (0.00%) PER ANNUM

**MAKER:** Jessica Gomes  
8306 Plantation Lakes Circle  
Sanford, FL 32771

**HOLDER:** Seminole County Government  
1101 East First Street  
Sanford, FL 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) on AUGUST 18, 2009, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Second Mortgage Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the mailing address of which is 124 Howland Lane, Altamonte Springs, Florida 32701, and legally described as follows:



LOT 13, WYCOFF PARK, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 35, PAGES 43 AND 44 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 24-21-29-531-0000-0130

(the "Property").

Said security interest enjoyed by this Note shall be junior and subordinate in all respects to a valid, purchase money first mortgage lien on the Property.

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Note shall become immediately due and payable in full, less any applicable forgiveness of the amount then due by virtue of the recapture provisions of the SHIP PLAN regulations in force at the time of said event of default.

4. MAKER shall use the proceeds of this Note only for the purposes of down payment assistance of the Property in the manner as represented to the Mortgagee. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall include the following:

(a) Failure to use the Note proceeds in accordance with paragraph 4, above.

(b) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is rented, leased, subleased, sold, transferred, or conveyed, or MAKER otherwise ceases to occupy the Property as her residence prior to the maturity date, or the expiration of the five (5) year Affordability Period, as defined in the SHIP Plan regulations or applicable statutes, unless the obligation shall have been otherwise forgiven or satisfied.

(c) The sale, transfer, conveyance, or refinancing of the subject home and real property within five (5) years of execution of this Note by MAKER or MAKER's successors.

(d) Leasing or renting of the property within five (5) years of the date of execution of this Note and the Mortgage securing it. ✓

(e) The destruction or abandonment of the improvements on the subject Property by MAKER or her successors.

(f) Failure to pay applicable property taxes on the Property and improvements.

(g) Failure to maintain adequate hazard insurance on the Property and improvements.

(h) Failure to comply with the terms, conditions, and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.

(i) Failure to comply with the terms of the first mortgage on the Property.

6. The unpaid principal amount of this Note shall be reduced to zero (0) on AUGUST 18, 2009, or such other date as may be allowed by applicable regulations or governing statutes, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment, or protest, and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by the HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. This Note shall be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and any other remaining unpaid amount hereunder shall, at the option of the HOLDER, become immediately due and payable.

11. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the MAKER has signed and sealed this instrument on the day and year set forth below:

Edward A. Kerben  
Witness EDWARD A. KERBEN

Amy S. Stabile  
Witness Amy S. Stabile

By: Jessica Gomes  
JESSICA GOMES

STATE OF FLORIDA     )  
                                      )  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 18 day of August, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jessica Gomes who is personally known to me or who has produced FL Driver's License, as identification.

[NOTARY SEAL]



Edward A. Kerben  
MY COMMISSION # CC957767 EXPIRES  
September 19, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Jessica Gomes  
Notary Public signature

COMMUNITY SERVICES DEPARTMENT

COMMUNITY ASSISTANCE DIVISION  
COMMUNITY DEVELOPMENT OFFICE



CERTIFIED MAIL

May 18, 2009

Ms. Jessica Gomes  
2692 E Central Boulevard  
Orlando, Florida 32803

RE: Demand for payment of \$10,000.00 (TEN THOUSAND DOLLARS) mortgage principal balance on residence located at 752 Howland Lane #124 Altamonte Springs, Florida 32701

Dear Ms. Gomes:

The undersigned serves as Program Manager for Seminole County Government, Community Development Office and has been authorized to notify you of potential collection proceedings for a 2004 SHIP mortgage deed, promissory note and homebuyer assistance agreement in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) recorded in Official Records Book 35, pages 43 & 44, Public Records of Seminole County, Florida. The mortgage deed encumbers the house owned by you at, 752 Howland Lane #124 Altamonte Springs, Florida 32701, Parcel ID Number 24-21-29-531-0000-0130 for an affordability period of five (5) years. The County believes this mortgage is in default by not being your primary residence (homestead) prior to the expiration of the five (5) year affordability period, i.e., the length of time required for forgiveness of the down payment assistance loan program.

Specifically, the County is hereby requesting the sum of TEN THOUSAND and NO/100 DOLLARS (\$10,000.00) to be paid within 30 days of your receipt of this letter. Should payment not be made by that date, this office will refer this case to the Board of County Commissioners to seek authority for additional enforcement remedies.

Finally, please be advised that Seminole County is attempting to collect a debt owed to the County and any information acquired will be used for that purpose. If you have any questions, please contact Ms. Josie Delgado, Customer Service Specialist, at (407) 665-2381.

Sincerely,

Carmen Hall  
Program Manager

/jd

c: Arnold W. Schneider, Esq., Assistant County Attorney  
Michele Saunders, Director, Community Services  
Shirley Boyce, Manager, Community Assistance  
Via First Class Mail

This document was prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771

Please return it to:  
Community Development Office  
Seminole County Government  
524 W. Lake Mary Blvd.  
Sanford, FL 32773

# MODIFICATION OF MORTGAGE AGREEMENT

THIS MODIFICATION OF MORTGAGE AGREEMENT, entered into this 26<sup>th</sup>  
day of October, 2009, by and between **SEMINOLE COUNTY**, a political  
subdivision of the State of Florida, whose address is 1101 East First  
Street, Sanford, Florida 32771, hereinafter referred to as "MORTGAGEE",  
and **JESSICA GOMES**, a married woman whose address is 8197 National  
Drive, Melbourne, FL 32940 hereinafter referred to as "MORTGAGOR".

WHEREAS, MORTGAGOR executed and delivered that certain Mortgage  
Deed and Promissory Note recorded together in Official Records Book  
5431, Pages, 1901 through and including 1909, Public Records of Seminole  
County, Florida (the "Mortgage") which encumbered that certain parcel of  
residential real property located at 124 Howland Lane, Altamonte  
Springs, Florida 32701, the legal description and parcel  
identification number for which are as follows:

LOT 13, WYCOFF PARK, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 35, PAGES 43 AND 44 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 24-21-29-531-0000-0130

(the "Property") and;

**WHEREAS,** MORTGAGOR has defaulted on the terms of the Mortgage by virtue of her failure to maintain the Property as her primary residence for at least five (5) years from the origination date thereof, instead using the Property as a rental unit presently occupied by other persons; and

**WHEREAS,** in view of said default, the entire Mortgage principal balance is now due and payable to MORTGAGEE; and

**WHEREAS,** MORTGAGOR and MORTGAGEE have determined that the most practical remedy for remediating the default is by modifying certain terms and conditions of the Mortgage to provide for amortization of the principal balance of the Note on a monthly basis;

**NOW THEREFORE,** subject to the terms and covenants as stated hereinafter as well as the mutually agreed upon consideration for making such modifications, the Mortgage and its Promissory Note are hereby amended and modified as follows:

**PART I. INTENT OF THE PARTIES**

MORTGAGOR and MORTGAGEE intend that this instrument be only for the purpose of modifying and amending the Mortgage as expressly provided for herein and that the original lien priority and security interest in the subject real property including particularly the lien on all of the rents and profits derived therefrom shall remain unaffected by the execution and recording of this instrument. MORTGAGOR and MORTGAGEE further agree that MORTGAGOR shall retain all of its rights and prerogatives for future enforcement of the Mortgage and protection of its security interest, including the right to pursue foreclosure and procurement of a personal deficiency judgment against MORTGAGOR and that the modifications provided for herein shall in no way be interpreted as

a waiver of any future event of default on the part of MORTGAGOR. Deletions shall be in a ~~striketrough~~ font and new additions or substituted text shall be underlined.

## **PART II. AMENDMENTS TO MORTGAGE DEED**

Section 5 of the Mortgage Deed is hereby amended to read as follows:

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any under this Mortgage and the Second Mortgage Note; ~~provided; however, no payments shall be due so long as the Property remains occupied by the MORTGAGOR as her personal residence and the Property is not leased, subleased, rented, transferred, or conveyed to any other persons.~~ according to the following schedule: the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per month commencing January 1, 2010 and on the first day of each month thereafter for the next succeeding thirty nine months, through and including April 1, 2013.

Section 6 of the instrument is hereby deleted in its entirety as follows:

~~6. If the MORTGAGOR shall fully perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Second Mortgage Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled on the fifth anniversary of the date of this Mortgage.~~

Section 15 of the Mortgage Deed is hereby modified to read as follows:

~~15. If the Property remains owner occupied and is not rented, leased, subleased, conveyed, sold, or otherwise transferred for a period of five (5) years from the date hereof, then this SHIP Mortgage and the Second Mortgage Note secured thereby shall be forgiven in full and MORTGAGEE shall file a release and satisfaction in the Public Records of Seminole County, Florida. Conversely, if~~ If the Property shall not remain owner occupied for five (5) years and is instead leased, subleased, rented, conveyed, or possession is otherwise transferred to any other person(s), said circumstances shall be an event of default and the entire amount due under this Mortgage and the Second Mortgage Note shall be immediately due and payable less any credit given to MORTGAGOR by virtue of the forgiveness and recapture provisions of the SHIP Plan regulations in effect at the time of such default. except as may otherwise be mutually agreed upon by MORTGAGOR and MORTGAGEE pursuant to a duly executed and recorded modification of mortgage agreement.

**PART III. AMENDMENTS TO THE PROMISSORY NOTE**  
**ATTACHED AS EXHIBIT "A" TO THE MORTGAGE DEED**

The stated principal maturity date and the address of the Note's Maker are hereby amended as follows:

**PRINCIPAL AMOUNT:**        **TEN THOUSAND AND NO/100 DOLLARS**  
                                      **(\$10,000.00)**

**DATED DATE:**                **August 18, 2004**

**MATURITY DATE:**        ~~August 18, 2009~~ **April 1, 2013**

**RATE OF INTEREST:**        **ZERO PERCENT (0.00%) PER ANNUM**

**MAKER:**                      Jessica Gomes  
                                      ~~8306 Plantation Lakes Circle~~ **8197 National Drive**  
                                      ~~Sanford, FL 32771~~ **Melbourne, FL 32940**

**HOLDER:**                      **Seminole County Government**  
                                      **1101 East First Street**  
                                      **Sanford, FL 32771**



Section 1 of the Promissory Note is hereby amended as follows:

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) ~~on~~ in monthly amortization installments of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) commencing January 1, 2010 and on the first of every month thereafter through and including April 1, 2013, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771 the offices of the Seminole County Community Services Department, 524 W. Lake Mary Boulevard, Sanford, Florida 32773 or at such other place as the HOLDER may designate in writing.

Section 6 of the Promissory Note is hereby deleted in its entirety as follows:

~~6. The unpaid principal amount of this Note shall be reduced to zero (0) on August, 18, 2009, or such other date as may be allowed by applicable regulations or governing statutes, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and in the accompanying Mortgage.~~



IN WITNESS WHEREOF, the MORTGAGOR and MORTGAGEE have signed and sealed this Modification of Mortgage Agreement on the day and year first above written:

Patricia Cranton  
Witness Patricia Cranton

Alfredo Delgado  
Witness Alfredo Delgado

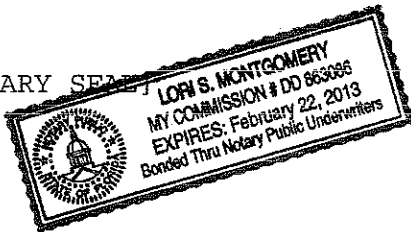
By: Jessica Gomes

JESSICA GOMES

STATE OF FLORIDA       )  
                                      )  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 26 day of October, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JESSICA GOMES who is personally known to me or who has produced SS Driver Lic, as identification.

[NOTARY SEAL]



Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by the  
Board of County Commissioners at their  
\_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney